BID NUMBER 6321 DUE: November 27, 2018 @ 2:00 PM

GENERAL INSTRUCTIONS

The Town of Trumbull, Connecticut (hereinafter referred to as Town), through the Office of the Purchasing Agent, will accept sealed bids for **BALL FIELD CLAY** for use by the **PARKS AND RECREATION DEPARTMENTS** and other Town departments on an "as needed" basis as detailed in the attached requirements.

This RFB is not a contract offer, and no contract exists until a written contract is signed by the Town and the successful proposer.

1.PREPARATION OF PROPOSALS

- a) Bids shall be submitted by using the enclosed BID PROPOSAL FORM that accompanies this request. Submit one (1) <u>ORIGINAL</u> and one (1) <u>EXACT COPY</u>. Bidders should submit bids in a clear, concise and legible manner to permit proper evaluation of responsive bids.
- b) Bidders may submit, under separate cover with their proposal, any samples of reports and documents that are necessary to meet the requirements (deliverables) of this request should a purchase order be awarded
- c) No oral, email, telephonic, or faxed proposals will be considered. Corrections, deletions, or additions to bids may be made by wire, provided such wires are received in correct and comprehensive form prior to the opening time of bids, and confirmed by letter. No Email, telephone corrections, deletions, or additions will be accepted. The Town reserves the right to reject any or all bids, and to waive any or all formalities in connection therewith

2.BID SUBMISSION

Bids are to be submitted in a sealed envelope addressed as follows:

BALL FIELD CLAY

Bid # 6321 Due November 27, 2018 @ 2:00 pm

Purchasing Agent: Kevin J Bova

Town of Trumbull 5866 Main Street Trumbull. CT 06611

Please be advised that the person signing the formal proposal must be authorized by your organization to contractually bind your firm with regard to prices and related contractual obligations for the delivery period requested.

3.BID TIME

- a) Bids shall be received at the office of the Purchasing Agent, Town Hall, prior to the advertised hour of opening, at which time all proposals will be publicly opened and read aloud.
- b) A bidder may withdraw a proposal at any time prior to the above scheduled date and time. Any bid received after the above scheduled date and time shall not be considered or opened.

4.TOWN OPTIONS

- a) The Town of Trumbull reserves the right to reject any and all bids and does not bind itself to accept the lowest bid or any proposal. The Town reserves the right to ask for new bids in whole or in part, or to reject any or all bids, or any part thereof, and to waive any requirements, irregularities, technical defects or service therein when it is deemed to be in the best interest of the Town.
- b) If a bid proposal does not meet or better the required specifications, requirements, and scope of work requested on all points that must be outlined in a letter attached to the bid proposal otherwise it will be presumed that the bid as proposed is in accordance with the required specifications.

5.TAXES

All purchases made by the Town, and associated with the award of this requirement shall be tax exempt. Any taxes must not be included in bid prices. A Town Tax Exemption Certificate shall be furnished upon request.

6. AWARD AND AUTHORITY

The Town Purchasing will issue notification of award- and then a Purchase Order.

Contracts and purchases will be made or entered into with the lowest responsible bidder meeting

Specifications, except as otherwise specified in the invitation. If more than one item is specified in the invitation, the Town of

Trumbull Reserves the right to determine the low bidder on an individual basis or on the basis of all items included in the

Invitation for Bids, unless Otherwise expressed by the Town.

7.INQUIRIES & ADDENDUMS

- a) All inquiries regarding this request shall be answered up to the close of business on November 20, 2018 after which time no additional questions will be accepted. To ensure consistent interpretation of certain items, answers to questions the Town deems to be in the interest of all bidders will be made available in writing by Addendum (s) or as appropriate to all bidders. Inquiries of a technical nature may be directed to **Dmitri Paris at**dparis@trumbull-ct.gov All other questions may be directed to the Kevin Bova, Purchasing Agent (203.452.5042) kbova@trumbull-ct.gov . Additionally, after proposals are received, the Town reserves the right to communicate with any or all of the bidders to clarify the provisions of Proposals. The Town further reserves the right to request additional information from any bidder at any time after proposals are opened.
- b) It is the sole responsibility of the responding firm to verify any addendums that may have been issued relating to this request prior to final submission of a proposal. Any notice of addendum shall be published on the Town website Purchasing Department "Bid Notices". Failure to submit a proposal that does not address changes or addendums may result in disqualification of a proposal.

8. SPECIFICATIONS

If quotes do not meet or better the attached specifications on ALL points, the bidder must note ALL exceptions as separate attachments to their formal response; otherwise, it will be presumed that the bidder is bidding according to all specifications.

9.PRICING

All prices quoted are to be firm for a period of one (1) year following bid opening and period of an agreement with the successful bidder. Special Consideration will be given to responses with extended firm price dates. The Town is always interested in any and all cost reduction opportunities.

10. ASSIGNMENT OF RIGHTS, TITLES, AND INTERESTS

Any assignment or subcontracting by a bidder, vendor, or contractor for work to be performed, or goods and/or services to be provided, in whole or in part, and any other interest in conjunction with a Town procurement shall not be permitted without the express written consent of the Town of Trumbull.

11. HOLD HARMLESS CLAUSE

Bidder agrees to indemnify, hold harmless and defend the Town from and against any and all liability for loss, damage or expense which the Town may suffer or for which the Town may be held liable by reason of injury, including death, to any person or damage to any property arising out of or in any manner connected with the operations to be performed under an agreement with the Town, whether or not due in whole or in part of any act, omission or negligence of the Town or any of his representatives or employees.

12. INSURANCE

The successful bidder shall provide the Town Purchasing Agent with a Certificate of Insurance before work commences. The Town and the TPD shall be named as an additional insured with Insurance Company licensed to write such insurance in Connecticut, against the following risks and in not less than the following amounts:

- Worker's Compensation
- Contractor's Public Liability and Property Damage

Commercial General Liability	Each Occurrence	Aggregate
Bodily Injury Liability	\$1,000,000	\$1,000,000
Property Damage Liability	\$1,000,000	\$1,000,000
Personal Injury Liability	\$1,000,000	\$1,000,000
Comprehensive Auto Liability	Each Occurrence	Aggregate
Including coverage of owned, non-owned & rented vehicles	\$1,000,000	\$2,000,000
Property Damage	\$1,000,000	\$2,000,000

or cancellation shall be made to the owner. Such notice shall be made by registered mail; postage prepaid, to the Purchasing Agent, Town of Trumbull, Town Hall, Trumbull, Connecticut 06611. In the event of cancellation, the contractor shall cease all operations on or before the effective date of said cancellation and he shall not commence work again until he has obtained replacement insurance and has delivered a Certificate of Insurance to the office of the Town's Purchasing Department

13. WORK REGULATIONS AND STANDARDS

All work activities performed in association with this request must be performed and completed for the Town in accordance with current Federal State and Local regulations. All services performed shall also conform to the latest OSHA standards and/or regulations.

14. CONFLICT OF INTEREST

Public officials shall be prohibited from receiving any town work procured through a public Bid or bid waived process so as to avoid any appearance of impropriety or conflict of interest and Public officials cannot circumvent the intent of this ordinance by receiving town work through a bid waiver, as proscribed by the Trumbull Town Charter.

15 MISCELLANEOUS

- a) Should any Bidder find discrepancies in the specifications, or be in doubt as to the exact meaning, they shall notify Dmitri Paris at once. Town of Trumbull parks and Rec. may then, at their option, issue Addenda clarifying same. The Town shall not be responsible for oral instructions or misinterpretations of specifications.
- b) The Town reserves the right to issue Addenda at any time prior to the Bid Opening. All such Addenda become, upon issuance part of the Specification. Each Bidder shall cover such Addenda in the proposal and shall acknowledge receipt of same on the blank provided therefore.
 - The Town reserves the right to require any or all Bidders to submit statements as to previous experience in performing comparable work; and as to financial and technical organizations and resources available for this work. The mere opening and reading aloud of a bid shall not constitute or imply the Town's acceptance of the suitability of a Bidder or the bid, nor Shall possession of Specifications constitute an invitation to bid. The competency and responsibility of Bidders will be considered in making an award.

16. DELIVERY

a. Delivery shall be scheduled with the Parks and Rec Director Dmitri Paris.

b. Special consideration may be given to bidders that can expedite when called for.

c.ALL INVOICES TO BE SENT TO ATT: Dmitri Paris

New Admin building 366 Church hill road TRUMBULL CT 06611

F.O.B. DESTINATION

Prices quoted shall be Net – Delivered to destination. Bids quoting other than F.O.B. Destination may be rejected.

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SPECIFICATION AND REQUIREMENTS

DETAILED SPECIFICATIONS

- The Town of Trumbull is seeking red ball field clay mix
- The Bidder shall include specifications for their products.
- All material shall be delivered to the Trumbull DPW Highway and Parks Department Garage @ 366 Church Hill Road Trumbull CT 06611and or when called upon deliver to any Trumbull location Parks Manager Dmitri Paris or directed Park facility as requested and shall match the specifications below;

Clay Mix: Medium Mix

The medium mix shall provide firm traction, good drainage and minimal accumulation for surface water. It shall be screened through a 6.0 mm opening harp screen and shall meet the following standards.

Mechanical Analysis
Sand - 60 - 75%
Silt - 10 - 20% (.002mm - .05mm)
Clay - 20 - 30% (less than .002mm)

REQUIREMENTS

Price is to include anall labor, materials, tools, equipment, plant, Mobilization, permits, delivery, insurances, etc., required.

The Town of Trumbull reserves the right to award the bid with multiple items:

- to more than one bidder, based on meeting the item(s) specification, cost, availability, or any combination of these criteria;
- to a single bidder who meets the specifications for all items, and offers the best combination of lowest cost, best availability, and broadest product range;
- and may add, subtract or delete any item and/or quantity as deemed in the best interest of the Town.

The Bidder must not discriminate, nor permit discrimination, against any person on the grounds of race, color, national origin, religion, sex, handicap, or veteran status, in their employment practices, in any of their contractual arrangements, in all service and accommodations they offer to the public, and in any of their other business operations.

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BID PROPOSALFORM

THE UNDERSIGNED AFFIRMS AND DECLARES hereby submits that this proposal listed on the following items listed on Specifications and Requirements of this request and certifies that the following proposal meets all the specifications and conditions requested herein. Any substitutions to the specifications requested are clearly and completely noted. Any alternate proposals are presented in a similar format to those requested and are attached herein. It is understood that the Town reserves the right to reject any or all proposals.

All proposed pricing s	nall remain be firm fixed for a period of
Proposal of:	(COMPANY NAME)
ADDENDA The following Addendates thereto are inclu	a have been received. The modifications to the Bid Documents noted therein have been considered and all
Addenda #	
Clay Mix -Medium	
Price per ton (includes de	elivery): \$/ ton In figures
	In words

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BID PROPOSAL FORM (Continued)

Company Name	By (Signature)
Address	Print Name
Town-City-Zip	Title
Date	Telephone/Fax
Email	24 Hour Telephone
Website	

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REFERENCES

(To be submitted with proposal – attach additional pages as necessary)

List references for similar services provided for at least Four (4) clients in the past five (5) years (attach any other client references if desired). PLEASE NOTE IT IS THE TOWN'S INTENT TO COMMUNICATE WITH THE REFERENCES LISTED HEREIN.

CLIENT 1:		
Organization Name:		
Contact Name:	Phone:	
Service Dates:		
CLIENT 2:		
Organization Name:		
Contact Name:	Phone:	
Service Dates:		
CLIENT 3:		
Organization Name:		
Contact Name:	Phone:	
Service Dates:		
CLIENT 4:		
Organization Name:		
Contact Name:	Phone:	
Service Dates:		
Project(s):		

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PROPOSED SUBCONTRACTORS
If none, write "None"
*Description of Work Proposed Subcontractor Name Address
*Description of Work Proposed Subcontractor Name Address
*Description of Work Proposed Subcontractor Name Address
*Description of Work Proposed Subcontractor Name Address
*Insert description of work and subcontractors' names as may be required. This is to certify that the names of the above-mentioned subcontractors are submitted with full knowledge and consent of the respective parties. The Proposer warrants that none of the proposed subcontractors have any conflict of interest as respects this contract. Proposer

ENF OF RFB